

# **Exhibit A:**

## **Account Information Sheet.**

Account Number: 0008767827

Client Reference Number: 1088\*1806\*ebc36dae-8a7c-475c-9575-01c4dc87e163

**Property Information**

ICON APTS (TX)

ATTN: LEASING OFFICE/ MANAGER

ATTN: LEASING OFFICE/ MANAGER

SAN ANTONIO, TX

**Lease Information**

Property Code: ebc36dae-8a7c-475c-9575-01c4dc87e163

Unit Code: 1806

Lease ID:8cebbe93-5800-4be4-af83-9836bda0c26c

Move In Date:2/28/2020

Move Out Date:4/8/2020

Lease Start Date:2/28/2020

Lease End Date:1/31/2021

Monthly Rent: \$715.00

**Resident Information**

**Addresses on File**

Name: Denyo Reed

Address: 1300 Patricia Dr

C/S/Z: San Antonio, TX 78213

**Employment Information**

**All Phone Numbers For Resident**

**Emergency Contact Info**

**Resident Information**

**Addresses on File**

Name: Alexia Bartholomew

Address: 1300 Patricia Dr

C/S/Z: San Antonio, TX 78213

**Employment Information**

**All Phone Numbers For Resident**

**Emergency Contact Info**

**Charges**

Transaction ID	Transaction Date	Transaction Description	Transaction Amount	Transaction Due
0f915aab320e44789945b620f637546e	2020-04-01	Water Charge	5.91	5.91
38cdfa7800ca4edea4105f47a51774b1	2020-04-08	Pest Control Fees	1.33	1.33
3aa44bf655244c3fa1f7fe4e384f6eb7	2020-04-08	Trash Charge	1.33	1.33
6dbdb2a410494442b017db406f003ad6	2020-04-01	Water Charge	0.50	0.50
767137aa03f846039416de08133ffd67	2020-04-08	Resident Rent	190.67	190.67
81af69cb6e344d099156f05cd7e24790	2020-04-01	Sewer	4.41	4.41
e8e87312d6d546fbbacd293719759b83	2020-04-01	Sewer	0.19	0.19
fac4915c8fe747b7822fd7b20f738ac8	2020-04-08	Lease Termination Fee	607.75	607.75
	Total:		812.09	812.09

# **Exhibit B:**

## Lease Agreement.



This Lease Contract is valid only if filled out before January 1, 2022.

## Apartment Lease Contract

This is a binding contract. Read carefully before signing.

### Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):

Alexia Bartholomew

and us, the owner: Icon Apartments

(name of apartment community or title holder). You are renting Apartment No. 1806, at 1300 Patricia Drive

(street address) in San Antonio

(city), Texas 78213 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. **Occupants.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease*):

—and no one else. Anyone not listed here cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per week will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 28th day of February (month), 2020 (year), and ends at 11:59 p.m. the 31st day of January (month), 2021 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 0.00, due on or before the date this Lease is signed. This amount (*check one*): ☐ does **or** ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (*check one*): ☒ one check jointly payable to all residents and mailed to any one resident we choose, **or** ☐ one check payable to and mailed to \_\_\_\_\_

(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 2 apartment key(s), 1 mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_.

**Before moving out, you must give our representative advance written move-out notice as stated in Par. 36. The move-out date**

Prorated rent of \$ 49.31 is due for the remainder of the (*check one*): ☐ 1st month **or** ☐ 2nd month, on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law.** We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify.

**Late Fees.** If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: ☒ 10 % of one month's rent as stated in this paragraph **or** ☐ \$ 75.00.

In addition, for \_\_\_\_\_ days until rent and late fees are paid in full, you must pay a daily late fee of \$ 10.00 per day or \_\_\_\_\_ % of one month's rent per day.

You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

7. **Utilities and Services.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling ☐ cable/satellite ☐ master antenna ☐ Internet ☐ stormwater/drainage ☐ other \_\_\_\_\_.

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

8. **Insurance.** Our insurance doesn't cover the loss of or damage to your personal property. You are (*check one*):

☐ required to buy and maintain renter's or liability insurance (see attached addendum), **or**

☒ not required to buy renter's or liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

No cash or third party checks accepted.

No checks accepted after the 3rd.

Residents failing to fulfill lease term, resident is responsible to pay back all concessions received. If the resident does not renew the lease will continue on a month to month basis. Resident will pay current market rent and an additional \$100.00 MTH Fee & \$5.00

# **Exhibit C:**

## **IQ Data's Identity Theft Procedure.**

## Identity Theft Procedure

### 1.0 PURPOSE

- 1.1 The purpose of this Procedure is to outline the process the company is to follow regarding identity theft claims when presented by a consumer in keeping with FDCPA, FCRA, UDAAP, along with and all state and local laws.

### 2.0 SCOPE

- 2.1 This Procedure applies to all employees

### 3.0 DEPARTMENTS RESPONSIBLE FOR IMPLEMENTATION

- 3.1 All Employees

### 4.0 GENERAL

- 4.1 Upon receipt of a complete claim from a consumer regarding "Fraud" or "Identity Theft", we will cease all collection activity, investigate, and respond to the consumer within 30 days of receipt of the written dispute. If an investigation cannot be completed within 30 days of receiving the "Fraud" or "Identity Theft" dispute we will continue ceasing collection activity and delete the credit bureau reporting, if applicable until the investigation is completed. However, if we can determine a fraud has been perpetrated the account will be canceled back to the client as "Fraud" and the consumer will be provided written confirmation of the cancellation along with the deletion of the consumer's tradelines as necessary.

### 5.0 PROCEDURE

- 5.1 All employees will: Mark the account as a "Disputed" account upon receipt of the dispute.
- 5.2 If a Collector verbally receives information regarding the fraud from a consumer, they are to update the consumers address and request their manager mail a "Fraud" letter to the consumer. The manager will use the action code "FPS" (fraud packet sent) this will re-date the account for 15 days and will change the status to "FPS" as well. The collector may not attempt to collect the account while in an FPS status.
- 5.3 If a written dispute or indirect dispute such as (e-Oscar, SCR report or regulatory body complaint) is received and there is not enough documentation provided by the consumer with their dispute the compliance employee will generate a "Fraud" letter to the consumer and use the "FPS" action code that will re-date the account for 15 days from the date the letter was mailed to the consumer to provide the consumer time to respond to the document request and ensure the account is not worked by a collector.
- 5.4 The Compliance manager will receive a daily report from IT for any account in an FPS status in which the date to review has expired. The account will be reviewed and returned to its original status prior to "FPS" if no additional documents have been received from the consumer.

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- 5.5 In addition, the compliance employee will review the documents already on hand from the client to ensure if additional documentation is received from the consumer, they are able to compare the documentation to allow for a determination regarding fraud.
- 5.6 If we have no documentation from the client that represents the consumer's identity or signature the Compliance employee will contact the client for additional documentation needed to validate the consumer's identity. The compliance employee will create a CAST that will enable them to follow up with the client.
- 5.7 In the event the consumer provided the necessary documentation and based on the information provided by the client we believe a "Fraud" was perpetrated the account will be cancelled as "Fraud" back to the client and the tradeline deleted from the consumer's credit. In addition, the consumer will be sent a "D10" letter for their records within 10 days of the completion of the identity theft investigation.
- 5.7.1 In the event the consumer provided the necessary documentation but the client failed to provide additional documents within 30 days of receiving information from the consumer, the account will be cancelled as "Fraud" back to the client and the tradeline deleted from the consumer's credit. In addition, the consumer will be sent a "D10" letter for their records within 10 days of the completion of the identity theft investigation.

## 6.0 RECORDS

- 6.1 All records maintained in accordance with PPMS Element 6, Control of Client & Customer Supplied Data and PPMS Element 14, Management of Records and Data
- 6.2 UDAAP, FCRA and FDCPA policies

## 7.0 REFERENCE DOCUMENTS

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## **Exhibit D:**

**IQ Data's Consumer Dispute  
Policy.**



**I.Q. Data International Inc.****CONSUMER DISPUTE POLICY**

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**I. PURPOSE**

The purpose of this policy is to define I.Q. Data International's (IQ Data) standards regarding recording, investigating, reporting, and responding to consumer disputes. IQ Data appropriately responds to consumer disputes in a timely manner, in compliance with all applicable federal and state laws, including but not limited to the Fair Debt Collections Practices Act ("FDCPA") and the Fair Credit Reporting Act ("FCRA").

**II. SCOPE**

This policy covers IQ Data's dispute practices related to collection accounts placed with IQ Data for collection activities.

**III. POLICY****3.1 Definition of a Dispute**

A Dispute is a notification that a consumer, identified as the right party, denies all or part of a debt that IQ Data is attempting to collect.

Disputes may be submitted to IQ Data through a number of channels, including but not limited to mail or facsimile directly to IQ Data, through the credit bureaus via the e-Oscar system, or verbally on calls with IQ Data personnel. Disputes may also be submitted via written Complaints routed to IQ Data from a regulator, such as the CFPB. Complaints are defined as an articulation of a consumer's (or their representative's) dissatisfaction with the service provided by IQ Data or an allegation of wrongdoing by I.Q. Data.

**3.2 Disputes Received During the Validation Period**

Disputes received in writing, within thirty-days of the initial notice communication, shall be marked as disputed and all collection efforts ceased until verification of the debt, copy of a judgment (if applicable), and the name and address of original creditor is mailed to the consumer by IQ Data, in accordance with the Fair Debt Collection Practices Act. Additionally, it is IQ Data policy, to send all additional supporting documentation available on the account to the consumer, in addition to the verification information and documentation.

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Written verification of the debt and supporting documentation will be sent standard US mail once every 12-month period per account and unique consumer, unless the written verification is returned to IQ Data as returned mail.

If a dispute is received verbally during the validation period, the debt will be marked as disputed, the IQ Data employee will accurately and thoroughly document the conversation in the account notes, and the consumer will be advised to send the dispute in writing along with any supporting documentation and information.

If a dispute is received via e-Oscar during the validation period, IQ Data will mark the debt as disputed and cease collection activity until such time the debt can be verified.

### **3.3. Disputes Received after the Validation Period**

IQ Data will conduct a reasonable investigation for any dispute received in writing by mail, facsimile, e-mail or e-Oscar, regardless of the age of the account. IQ Data will also mark the debt as "Disputed".

Disputes received verbally after the validation period shall be marked as "Disputed", the IQ Data employee will accurately and thoroughly document the conversation in the account notes, and the consumer will be advised to send dispute in writing along with any supporting documentation and information.

If a dispute is received via e-Oscar after the validation period, IQ Data will mark the debt as "Disputed" and will perform a reasonable investigation based upon information received via the e-Oscar system.

If IQ Data receives a written dispute outside the validation period and the dispute contains sufficient information to warrant and support ceasing collection activities until an investigation can be completed, IQ Data will cease collection activities on the account during the period of time required to complete the investigation or until the investigation finds the dispute to be invalid.

Additionally, regardless of the dispute type, if IQ Data has not previously sent the consumer verification of the debt along with supporting account documentation on file, it is IQ Data's policy to send via standard US Mail the consumer verification and documentation, once every 12 months, unless the verification and documentation was returned as return mail.

### **3.4 Dispute Investigations**

Investigations conducted by IQ Data to determine the validity of disputes will vary according to the nature of the dispute, but may include review of account

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documentation, listening to recorded phone calls, review of system notes, contacting clients to obtain documents and/or information related to the account, and/or review of other information available. IQ Data's Compliance Team is responsible for carrying out, documenting, and responding to dispute investigations.

If a Compliance Hold was placed on an account at any time to conduct an investigation of the consumer's dispute, only authorized personnel will be able to re-start collection activities upon completion of an IQ Data investigation.

If IQ Data is unable to verify the validity and accuracy of a debt as part of its investigation, IQ Data will cease collecting on the account and will notify its client that it is cancelling the account.

### 3.5 Response

The consumer, or entity which submitted the dispute on the consumer's behalf, will receive the results of the investigation within the timeframe prescribed by all applicable federal, state or other jurisdictional laws.

Other responses, such as requests for additional information, may be sent to consumers. In order to complete the investigation, IQ Data may need additional information from the consumer and may send information requests to the consumer to ensure that IQ Data has enough information to properly investigate the dispute.

At no time may IQ Data employees advise consumers that the "burden of proof" is on the consumer to "prove" that the account is inaccurate. Our responsibility is to advise the consumer of the dispute process and perform reasonable investigations of consumer disputes, and provide a response, as appropriate, to consumers.

### 3.6 Reporting to Credit Bureaus

If IQ Data is furnishing data to the credit bureaus and the consumer has dispute the account in any manner (verbally or in writing), at any time, IQ Data will report the account to the credit bureaus as disputed.

If the result of a dispute investigation determines that the debt may be invalid or that further collection activity is not warranted for any reason, IQ Data will send a request to the credit bureaus to delete all furnished information.

## **Exhibit E:**

Email from IQ Data to Icon,  
dated January 13, 2022.

**From:** [REDACTED]  
**Sent:** Thursday, January 13, 2022 12:49 PM  
**To:** 'ICON@WEHNERMULTIFAMILY.COM'  
**Subject:** LIABILITY DISPUTE/ REED,DENYO/ 1088\*1806\*EBC36DAE-8A7C-475C-9/ INT REF # 0008767827

**Importance:** High

**Property Name:** Icon Apts (TX)  
**Resident(s) name(s):** Denyo Reed and Alexia Bartholomew  
**Unit#:** 1806  
**Move out date:** 04/08/20  
**Tcode/Resident code:** 1088\*1806\*EBC36DAE-8A7C-475C-9

Good afternoon,

Our office received this account from Icon Apts on 11/17/21, to assist with the collection of the past-due final move-out charges of \$812.09

The above-named consumer has submitted a dispute indicating, Denyo states the balance belongs solely to Alexia

Could you please review your records and verify the account information submitted for collection is complete and accurate to the best of your knowledge by replying to this e-mail with the following documents, as they are pertinent to our response, maintaining credit reporting and collections efforts:

- **Application**
- **Roommate addition documents**

I understand you are busy however, this is a time-sensitive matter requiring a response by, 01/20/22, so our office may proceed with collection activity. If we do not hear back from you, we may be required to cease collection activity and close the file.

Please do not hesitate to contact me by phone with any questions or concerns.

Thank you,

[REDACTED]  
Quality Control Assistant  
IQ Data International, Inc. | 888-313-9662 EXT 1811  
d/b/a Assurant Recovery Solutions  
[REDACTED]@assurant.com  
[REDACTED]@iqdata-inc.com

## **Exhibit F:**

Sworn Affidavit of Michael  
Gulbranson, Vice President of  
ARS, Leader, of IQ Data  
International, Inc., dated  
October 25, 2022.

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

DENYONNA N. REED	§	CIVIL ACTION
	§	
Plaintiff,	§	
	§	
V.	§	COMPLAINT 5:22-cv-00068
	§	
I.Q. DATA INTERNATIONAL, INC.	§	
	§	
Defendant.	§	

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**AFFIDAVIT OF MICHAEL GULBRANSON**

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STATE OF WASHINGTON	§
	§
COUNTY OF SNOHOMISH	§

BEFORE ME, the undersigned authority, on this day personally appeared Michael Gulbranson, known to me to be the person whose name is signed to this affidavit, and having been duly sworn, upon his oath, stated as follows:

1. My name is Michael Gulbranson, I am over the age of 18. I have never been convicted of a felony or a crime of moral turpitude, and I am otherwise fully competent to make this affidavit. All of the statements contained in this affidavit are true and correct and based upon my personal knowledge, training and experience.
2. I am the Vice President of ARS, Leader, of IQ Data International, Inc. ("IQ Data").
3. I have personal knowledge of IQ Data's policies and procedures as well as the statements made in IQ Data's Motion for Summary Judgment on all of Plaintiff's claims pursuant to the bona fide error defense under 15 U.S.C. § 1692k(c) and Tex. Fin. Code Ann. § 392.401.
4. The statements made in IQ Data's Motion for Summary Judgment regarding IQ Data's policies and procedures are true and correct. Specifically, I have personal knowledge that:
  - a. IQ Data requires that all of its clients formally agree to only assign debts that are valid, due, and owed.
  - b. When an account is assigned to IQ Data for collection, IQ Data requires the original creditor to provide documents/information identifying the responsible individuals and supporting the balance due. IQ Data reviews the materials provided by the original creditor for obvious errors before initiating any


communications with the debtor and before reporting the debt. If any errors are identified, IQ Data contacts the original creditor and requires them to address the errors and/or provide additional information or documents relating to the debt at issue.

- c. Prior to reporting consumer account information to the three major Credit Reporting Agencies ("CRAs") (Experian, Equifax, and TransUnion), IQ Data reviews the account information to ensure the information is accurate and has integrity, to the best of IQ Data's knowledge. Inaccurate information regarding a consumer's account will not be furnished if IQ Data has reasonable cause to believe that the information is inaccurate. Further, IQ Data will not furnish information if IQ Data determines it does not have integrity.



Michael Gulbranson

SIGNED AND SWORN TO before me on this the 25 day of October, 2022.



Notary Public in and for the State of WA





## **Exhibit G:**

**IQ Data's Fair Credit Reporting  
Act Policy.**

**I.Q. Data International Inc.****FAIR CREDIT REPORTING ACT POLICY**

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**1. PURPOSE**

The purpose of this policy is to establish and communicate standards which ensure compliance with the requirements of the Fair Credit Reporting Act ("FCRA") and applicable federal and state laws and regulations.

I.Q. Data International, Inc. ("I.Q. Data") is subject to the requirements of the FCRA and it is I.Q. Data's policy to comply with all applicable requirements of the FCRA. I.Q. Data is both a consumer and a furnisher of consumer credit information to Credit Reporting Agencies ("CRAs").

Violations of the FCRA may expose I.Q. Data to financial, reputational, and regulatory risk, including but not limited to:

- Individual lawsuits;
- Class action lawsuits;
- Suspension or revocation of collection licenses; and/or
- Regulatory investigations and enforcement actions that may result in fines, civil monetary penalties, and/or injunctions.

**2. SCOPE**

This policy applies to all employees of I.Q. Data and all collection activities.

**3. POLICY****3.1 I.Q. Data's Business Function**

I.Q. Data's primary business is to engage in collection activity on behalf of our clients. For purposes of this policy, this includes the following functions:

- Inbound and outbound calls conducted by internal call centers;
- Consumer data received by I.Q. Data from CRAs;
- Furnishing consumer account data to the three major CRAs; and
- Dispute resolution and other consumer relations matters.

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## 3.2 Responsibilities of Furnishers of Information to Credit Reporting Agencies

### 3.2.1 Duty to Provide Accurate and Complete Information

Prior to reporting consumer account information to the three major CRAs (Experian, Equifax, and TransUnion), I.Q. Data will perform a review of the account information to ensure the information is accurate and has integrity. Inaccurate information regarding a consumer's account will not be furnished if I.Q. Data has reasonable cause to believe that the information is inaccurate. Further, I.Q. Data will not furnish information if I.Q. Data determines it does not have integrity.

As defined in the FCRA, "reasonable cause" means having specific knowledge that would cause a reasonable person to question the accuracy of the information.

Consumers, as part of I.Q. Data's day-to-day operations, are provided with a mailing address to submit notification that reported information may be inaccurate. I.Q. Data's mailing address is provided in both written and verbal communications with consumers. Accordingly, if a consumer provides notification that his/her information is inaccurate, and I.Q. Data confirms that it is inaccurate, the information will be corrected or will not be furnished.

### 3.2.2 Duty to Correct and Update Information

When consumer information is furnished by I.Q. Data to CRAs about transactions with any consumer in the normal course of business and subsequently the information is deemed as not complete or accurate, the CRAs shall be promptly notified of that determination. I.Q. Data shall provide CRAs with corrections to information and/or any information necessary to make the information complete and/or accurate.

### 3.2.3. Date of First Delinquency

I.Q. Data, as part of its data furnishing activities, furnishes the Date of First Delinquency as provided by I.Q. Data's creditor client as the "Move Out Date". The "Move Out Date" may reflect the tenant's actual date of move out, the date the tenant's lease terminated, or the date the property management company obtained possession of the unit, depending on the circumstances surrounding how the

unit was vacated. This date is reflected on I.Q. Data's system of record as the "L/Charge Date".

Absent a finding by a client or by I.Q. Data of inaccuracy or incompleteness, the Date of First Delinquency is not subject to change. I.Q. Data does not re-age accounts for purposes of data furnishing and has controls in place to systemically ensure that accounts are not re-aged and are removed from consumer credit reports in compliance with the FCRA's requirements to remove consumer credit data after a set period of time.

### **3.2.4 Accounts Closed at Consumer Request**

The normal course of business as a debt collector does not involve open lines of credit, as the accounts are placed with I.Q. Data for collection activity after a consumer has defaulted on a written contract with our client. Thus, the requirements of the FCRA regarding reporting of consumer-requested account closures are not applicable.

### **3.2.5 Duties With Regard to Consumer Direct Disputes**

When I.Q. Data receives a Direct Dispute from a consumer, the notice of dispute must:

- Be sent to the address as designated by I.Q. Data;
- Identify the specific account information in dispute;
- Explain the basis for the dispute; and
- Include supporting documentation and/or information required to substantiate the basis of the dispute.

If the consumer disputes the completeness or accuracy of any information furnished to a CRA, the dispute resolution process is:

- Review the dispute and all relevant information provided by the consumer;
- Conduct a reasonable investigation of the dispute pursuant to established investigation procedures; and
- Report the results of its investigation to the consumer within 30 days (unless additional time is needed and the consumer is notified that the dispute investigation is not completed).

CRAs shall be notified that the information is disputed and the account shall be reported as "in dispute" to the CRAs while conducting the investigation; after the investigation is completed, the CRAs will be notified accordingly.

If the investigation determines that the disputed item of information is incomplete or unverifiable, the item will be promptly modified, deleted, or permanently blocked from reporting, as applicable.

If the investigation determines that the disputed item is accurate and complete, the consumer shall be notified in writing of the determination that the information is accurate and complete.

There are limits on I.Q. Data's obligations to comply with direct dispute requirements of the FCRA under 12 CFR 1022.43. For example, if the dispute is prepared or submitted by a credit repair organization, I.Q. Data has no obligation to investigate.

### 3.2.6 Duties With Regard to Indirect Consumer Disputes

If a consumer notifies a CRA of a dispute concerning the completeness or accuracy of any information furnished by a CRA, upon receipt of the dispute from the CRA, the dispute resolution process is:

- Review all relevant information provided by the CRA, including information provided by the consumer and conduct a reasonable investigation pursuant to established procedures;
- Report the results of the investigation to the CRA that referred the dispute within 30 days;
- Report the results of the investigation to all CRAs to which information was originally furnished, in the event the investigation determines that the information was inaccurate or incomplete; and
- Promptly modify, delete or permanently block the information in its files.

If the investigation determines that the disputed item is accurate and complete, the CRAs shall be notified in writing of the determination that the information is complete.

### 3.2.7 Frivolous or Irrelevant Disputes

A reasonable investigation of a consumer dispute (Direct or Indirect) is not required if it is determined that the dispute is frivolous or irrelevant, including but not limited to: